



DEPARTMENT OF THE NAVY  
 OFFICE OF NAVAL RESEARCH  
 875 NORTH RANDOLPH STREET  
 SUITE 1425  
 ARLINGTON, VA 22203-1995

IN REPLY REFER TO:

Agreement Date: September 22, 2009

**NEGOTIATION AGREEMENT**

INSTITUTION: CALIFORNIA INSTITUTE OF TECHNOLOGY  
 PASADENA, CALIFORNIA 91125

The Facilities and Administration cost rates and Staff Benefit rate contained herein are for use on grants, contracts and/or other agreements issued or awarded to the California Institute of Technology by all Federal Agencies of the United States of America, in accordance with the cost principles and provisions mandated by 2 CFR 220. These rates shall be used for forward pricing and billing purposes at the California Institute of Technology for Fiscal Year (FYs) 2010. This rate agreement supersedes all previous rate agreements or determinations for FY 2010.

**SECTION I: RATES-TYPE: FIXED AND CARRY-FORWARD PROVISIONS (Fixed)**

F&A Rates:

<u>Type</u>	<u>From</u>	<u>To</u>	<u>Rate</u>	<u>Base</u>	<u>Location</u>	<u>Applicable To</u>
Fixed	10/1/09	9/30/10	62.0%	(a)	On Campus	Organized Research (except JPL)
Fixed	10/1/09	9/30/10	25.8%	(a)	Off Campus	Organized Research (except JPL)

Staff Benefit Rate:

<u>Type</u>	<u>From</u>	<u>To</u>	<u>Rate</u>	<u>Base</u>	<u>Location</u>	<u>Applicable To</u>
Fixed	10/1/09	9/30/10	25.5%	(b)	All	Organized Research (except JPL)

DISTRIBUTION BASES:

(a) Modified Total Direct Cost (MTDC), as defined in 2 CFR 220, consisting of all salaries and wages, fringe benefits, materials and supplies, services, travel and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Equipment (defined as having a useful life of two years and an acquisition cost of \$5,000 or more per unit), capital expenditures, charges for patient care and tuition remission, rental costs, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000 is excluded.

(b) Total salaries and wages of faculty and staff (excluding graduate assistants) including vacation, holiday, and sick leave. (Leave consists of accrued paid leave for bi-weekly salary and hourly employees and actual paid leave for monthly employees.)

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**SECTION II - GENERAL TERMS AND CONDITIONS**

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A. **LIMITATIONS:** Use of the rates set forth under Section I is subject to any statutory or administrative limitations, and is applicable to a given grant, contract or other agreement only to the extent that funds are available and consistent with any and all limitations of cost clauses or provisions, if any, contained therein. Acceptance of the rates agreed to herein is predicated upon all the following conditions: (1) that no costs other than those incurred by the grantee/contractor were included in the indirect cost pool as finally accepted and that all such costs are legal obligations of the grantee/contractor and allowable under governing cost principles; (2) that the same costs that have been treated as indirect costs are not claimed as direct costs; (3) that similar types of costs have been accorded consistent accounting treatment; and (4) that the information provided by the contractor/grantee, which was used as the basis for the acceptance of the rates agreed to herein and expressly relied upon by the Government in negotiating and accepting the said rates, is not subsequently found to be materially incomplete or inaccurate.

B. **ACCOUNTING CHANGES:** The rates set forth in Section I of this agreement are based on the accounting system in effect at the time this agreement was negotiated. Changes to the method(s) of accounting for costs which affects the amount of reimbursement resulting from the use of these rates require the written approval of the authorized representative of the cognizant negotiating agency for the Government prior to implementation of any such changes. Such changes include but are not limited to changes in the charging of a particular type of cost from indirect to direct. Failure to obtain such approval may result in subsequent cost disallowances.

C. **FIXED RATES AND CARRY-FORWARD PROVISIONS:** The rates set forth in Section I of this agreement are based on estimates of the costs and proposed accounting methodologies for FY 2010. When actual costs for FY 2010 are determined, adjustments will be applied to a subsequent rate negotiation to recognize the difference between the estimated costs used to establish the fixed rates and carry-forward provisions and the negotiated actual costs.

D. **CARRY-FORWARDS:** The F&A rates set forth in Section I are inclusive of the below carry-forward (CFW) amounts, representing the estimated balance of the FY 2006 carry-forward amounts, and estimated FY 2007 carry-forward amounts. There are no carry-forward amounts included in the Staff Benefit Rate. (Note: ( ) denotes over-recovery.)

	Organized Research		Staff Benefits
	On Campus	Off Campus	
Balance of Final FY 2006 CFW	-	(\$25,694)	\$0
Estimated FY 2007 CFW	(\$1,508,264)	-	\$0

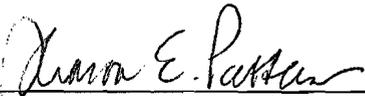
Upon final negotiation of the 2007 carry-forward amounts, any differences between the final negotiated and estimated carry-forward amounts will be liquidated in a future rate negotiation.

E. USE BY OTHER FEDERAL AGENCIES: The rates set forth in Section I hereof were negotiated in accordance with and under the authority set forth in 2 CFR 220. Accordingly, such rates shall be applied to the extent provided in such regulations to grants and contracts to which 2 CFR 220 is applicable, subject to any limitations in part A of this section. Copies of this document may be provided by either party to other Federal agencies which have or intend to issue or award grants and contracts using these rates or to otherwise provide such agencies with documentary notice of this agreement and its terms and conditions.

F. DFARS WAIVER: Signature of this agreement by the authorized representative of California Institute of Technology and the Government acknowledges and affirms the Institute's request to waive the prohibition contained in DFARS 231.303(1) and the Government's exercise of its discretion contained in DFARS 231.303(2) to waive the prohibition in DFARS 231.303(1). The waiver request by California Institute of Technology is made to simplify the Institute's overall management of DOD cost reimbursements under DOD contracts.

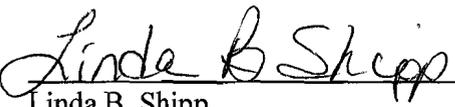
G. SPECIAL REMARKS: The Government's agreement with the rates set forth in Section I is not an acceptance of the California Institute of Technology's accounting practices or methodologies. Any reliance by the Government on cost data or methodologies submitted by the California Institute of Technology is on a non-precedence-setting basis and does not imply Government acceptance.

FOR THE CALIFORNIA INSTITUTE  
OF TECHNOLOGY:

  
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Sharon E. Patterson  
Associate Vice President for Finance

9/22/09  
\_\_\_\_\_  
Date

FOR THE U.S. GOVERNMENT:

  
\_\_\_\_\_  
Linda B. Shipp  
Contracting Officer

9-25-09  
\_\_\_\_\_  
Date

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For information concerning this agreement contact:  
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